

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

Lula Mae Wells,)	Civil Action No. 3:17-cv-03143-DCC
)	
Plaintiff,)	
)	
vs.)	
)	STIPULATION
John Alden Life Insurance Company,)	
)	
Defendant.)	
_____)	

WHEREAS, the Defendant, John Alden Life Insurance Company (“John Alden Life”) is seeking to have the Plaintiff participate in an independent medical exam (“IME”) pursuant to Rule 35, Fed. R. Civ. P., and

WHEREAS, the Plaintiff has agreed to undergo an IME pursuant to Rule 35, Fed. R. Civ. P. at the request of Defendant John Alden Life, and

WHEREAS, Defendant John Alden Life has encountered difficulty in identifying a suitable IME physician willing to accept the engagement, and the search for an IME physician is taking longer than Defendant John Alden Life anticipated.

NOW, THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE that John Alden Life shall resume the payment of benefits to the Plaintiff under the Home Health Care Benefit Rider of the Plaintiff’s long term care insurance policy, assigned a policy number ending in -7651 (collectively with all riders and endorsements hereinafter referred to as “the Policy”), subject to the below terms and conditions:

(1) March 15, 2018 shall be the first day of the period for which benefits will be paid pursuant to this Stipulation.

(2) John Alden Life reserves the right to discontinue benefit payments hereunder at any time and for any reason, unless (a) otherwise agreed in writing between the parties, (b) ordered by the Court, or (c) required by a judgment entered by the Court in favor of the Plaintiff.

(3) All terms, provisions, limitations, and conditions of the Policy shall remain in effect and are not modified by this Stipulation, except that so long as John Alden Life elects to continue making benefit payments hereunder, the Plaintiff is deemed to be eligible for such payments and all other conditions precedent to such payments are deemed satisfied.

(4) Upon the filing of this Stipulation, no further premiums for the Policy shall be due while John Alden Life continues to make benefit payments hereunder, and premiums will next be payable the month following the discontinuance of the payment of benefits by John Alden Life, in the event such benefit payments are discontinued.

(5) The Plaintiff agrees that she shall not seek to recover in the lawsuit home health care benefits or other benefits under the Policy paid by John Alden Life pursuant to this Stipulation (“the Stipulation Period”), and, in the event a judgment is entered against John Alden Life that includes an award of benefits for days within the Stipulation Period, the Plaintiff agrees to a reduction of the judgment limited to the amount of benefits paid by John Alden Life under this Stipulation and to give John Alden Life credit only for the amount of the benefits paid during the Stipulation Period.

(6) The benefit payments made pursuant to this Stipulation shall not be construed as a waiver of any rights, arguments, or positions by John Alden Life, and John Alden Life expressly reserves all such rights, arguments, and positions.

(7) The receipt by the Plaintiff of the benefit payments provided for in this Stipulation shall not be construed as a waiver of any rights, arguments, or positions by the Plaintiff, and the Plaintiff expressly reserves all such rights, arguments, and positions.

(8) The payments made hereunder shall not be construed as an admission of liability on the part of John Alden Life.

(9) This Stipulation and its terms shall not be admissible in evidence at trial by the Plaintiff unless John Alden Life provides its written consent to do so. John Alden Life shall be permitted to introduce into evidence for any purpose the amount of the payments made pursuant to this Stipulation as well as any of the terms of the Stipulation.

WE SO STIPULATE:

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May 9, 2018

WE SO STIPULATE:

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May 9, 2018